

**EASEMENT AND RIGHTS-OF-WAY**

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

**CITY OF LAS VEGAS**, a Municipal Corporation of the State of Nevada

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Party of the First Part, hereinafter known as the **GRANTOR**, and **LAS VEGAS VALLEY WATER**, a Quasi-Municipal corporation, **DISTRICT**, Party of the Second Part, hereinafter known as the **GRANTEE**,

**WITNESSETH:**

That the **GRANTOR**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of a water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBITS "A" and "B" ,ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction is done by third parties with the written consent of the **GRANTEE**.

A.P.N. 139-25-802-006

GRANTOR: City of Las Vegas

Signator for **GRANTOR** warrants that it has the legal authority to bind the parties hereto and **GRANTOR** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF LAS VEGAS**

\_\_\_\_\_  
OSCAR B. GOODMAN, MAYOR

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 1/2/07  
DEPUTY CITY ATTORNEY DATE  
Thomas R. Green

...  
...

A.P.N. 139-25-802-006

STATE of Nevada     )  
                                  ) ss.  
COUNTY of Clark     )

On \_\_\_\_\_, 2007, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

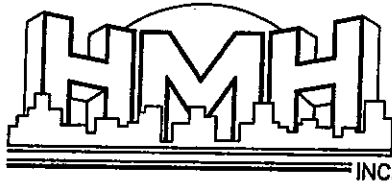
\_\_\_\_\_  
Notary Seal/Stamp

FOR LVVWD USE ONLY
RECORDED FOR LAS VEGAS VALLEY WATER DISTRICT 1001 S. VALLEY VIEW BLVD. LAS VEGAS, NEVADA 89153 RETURN TO – WILL CALL

FOR RECORDER'S USE ONLY
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EXP. DATE  
6/30/07



1081 S. CIMARRON RD. SUITE B5  
LAS VEGAS, NEVADA 89145  
PHONE: (702) 256-7850 FAX: (702) 256-1710

0980323-02  
HMH111-06

NOVEMBER 14, 2006  
PREPARED BY SALLY TACKLEY  
APN 139-25-802-006

**EXPLANATION:** THIS LEGAL DESCRIBES AN EASEMENT FOR WATER FACILITIES  
LOCATED NORTH OF BONANZA ROAD, EAST OF MOJAVE ROAD.

### "Exhibit A"

THAT PORTION OF LOT 4 AS SHOWN BY MAP THEREOF ON FILE IN FILE 86, PAGE 48 OF  
PARCEL MAPS, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY,  
NEVADA, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST  
QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY  
OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

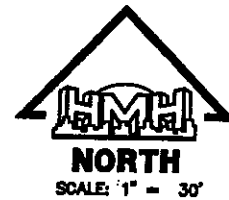
COMMENCING AT THE CENTERLINE INTERSECTION OF BONANZA ROAD (100 FEET  
WIDE) AND MOJAVE ROAD (100 FEET WIDE);  
THENCE NORTH 00°31'28" WEST ALONG THE CENTERLINE OF SAID MOJAVE ROAD,  
164.82 FEET;  
THENCE NORTH 89°28'32" EAST, 50.00 FEET TO THE **POINT OF BEGINNING**, BEING A  
POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID MOJAVE ROAD BEING COINCIDENT  
WITH THE WEST LINE OF SAID LOT 4;  
THENCE NORTH 00°31'28" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID  
WEST LOT LINE, 10.00 FEET;  
THENCE NORTH 89°28'32" EAST, 15.00 FEET TO A POINT ON A LINE 15.00 FEET EAST OF  
AND PARALLEL TO SAID WEST LOT LINE;  
THENCE SOUTH 00°31'28" EAST ALONG SAID PARALLEL LINE, 10.00 FEET;  
THENCE SOUTH 89°28'32" WEST, 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 150 SQUARE FEET, MORE OR LESS.

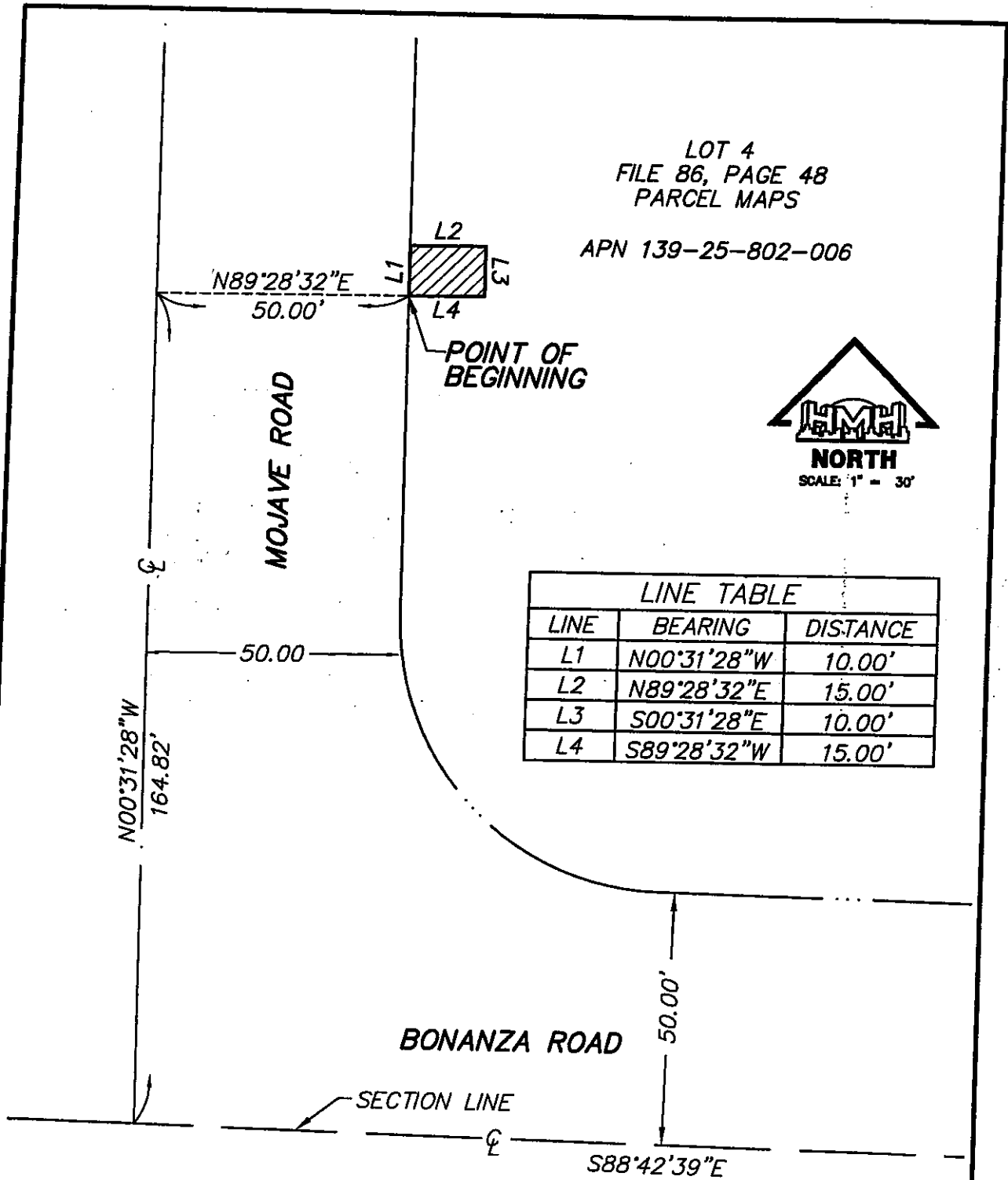
NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT  
INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH  
NEVADA REVISED STATUTES.

LOT 4  
FILE 86, PAGE 48  
PARCEL MAPS

APN 139-25-802-006



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°31'28"W	10.00'
L2	N89°28'32"E	15.00'
L3	S00°31'28"E	10.00'
L4	S89°28'32"W	15.00'



**EXHIBIT "B"**

POR. SE1/4 SEC. 25, T. 20 S., R. 61 E.

**LVVWD EASEMENT**



1081 S. CIMARRON RD.  
SUITE B-5  
LAS VEGAS, NV. 89145  
PHONE: (702) 256-7850  
INC. FAX: (702) 256-1710

0980323/0980323.02.DWG